

Dubuque CSD

Teamsters #421 (Food Service) 7/1/2003 6/30/2007

AGREEMENT

Between the

FOOD SERVICE EMPLOYEES

Represented by
International Brotherhood of Teamsters #421

and the

BOARD OF EDUCATION
DUBUQUE COMMUNITY SCHOOL DISTRICT

July 1, 2003
to
June 30, 2007

TABLE OF CONTENTS

Article 1 – Preamble.....	1
Article 2 – Recognition	1
Article 3 – Union Representatives, Access to Employees & Notices.....	1
Article 4 – Dues Deduction.....	2
Article 5 – Paydays	3
Article 6 – Salary Schedule and Longevity Pay	3
Article 7 – Health, Dental and Life Insurance	3
Article 8 – Physical Examination.....	4
Article 9 – Sick Leave.....	5
Article 10 – Leaves	5
Article 11 – Grievance Procedure.....	7
Article 12 – Holidays	9
Article 13 – Seniority, Probation and Layoff.....	10
Article 14 – Posting/Filling of Vacancies	11
Article 15 – Hours/Days of Work	12
Article 16 – Cancelled School Days	13
Article 17 – Public Employer Rights	13
Article 18 – Management Rights	13
Article 19 – Job Security.....	13
Article 20 – Duration.....	13
Schedule A – Grievance Report.....	15
Schedule B – New Dues Deduction Authorization Form	17
Schedule C – Salary Schedule.....	18
Schedule D – Leave of Absence Request Form.....	19
Schedule E – Daily Vacancies Sign-Up Form	20
2003/2004 Payroll Schedule.....	21
2004/2005 Payroll Schedule.....	22
2005/2006 Payroll Schedule.....	23
2006/2007 Payroll Schedule.....	24

ARTICLE 1 - PREAMBLE

The parties recognize the necessity of providing an educational program of high quality for the students of the Dubuque Community School District.

The parties recognize a mutual aim to promote harmonious and cooperative relationships among the Employer, the Association, and the employees covered by this Agreement, to assure effective and efficient operation of the Dubuque Community School District, and to protect the rights of all such parties as guaranteed in the Iowa Public Employment Relations Act.

The intent and purpose of this Agreement is to set forth the negotiated understandings of the parties, and to provide procedures for the prompt and equitable resolution of grievances.

ARTICLE 2 - RECOGNITION

2.1 - The Employer recognizes the Union, an affiliate of the International Brotherhood of Teamsters, as the certified exclusive and sole collective bargaining representative of all employees described by and defined in the Public Employment Relations Board's Certification in Case No. 2248, issued June 22, 1982. The term "employee", when used in this Agreement and as specified in such certification shall mean all regular full-time and part-time Food Service (sometimes referred to as Cafeteria) employees assigned to work in the classification of cook manager, assistant cook manager, head cashier, assistant cashier, and food service worker; but excluding the Food Service Manager, Assistant Manager, Food Service Office Secretary, Board Secretary, Food Service Bookkeeper and those persons excluded by Section 4 of the Public Employment Relations Act. (Section 20.4, Code of Iowa 1975).

2.2 - Definitions - When used in this Agreement, the following terms shall have the following meanings:

a) The term "Employer" shall mean the Dubuque Community School District, or when specified hereinafter, its Board of Education or other representatives or agents.

b) The terms "Employee" or "Employees" shall mean those employees represented by the Union and specified in the Public Employment Relations Board Certification described in Section 2.1 above.

c) The term "Union" shall mean the General Drivers & Helpers Union, Local 421 or its duly authorized representatives or agents.

ARTICLE 3 - UNION REPRESENTATIVES, ACCESS TO EMPLOYEES AND NOTICES

3.1 - Union Representatives - The Employer shall recognize as Union Stewards or Union Committee persons representing the Union only those employees officially designated as such, in writing, by the Union. The Union shall provide a written list of the names of the Union Stewards, together with such reasonable evidence of designation as the Employer may request, immediately after each such designation or change of such designation by the Union.

3.2 - Access to Employees - Representatives of the Union who are not employees of the Employer will have access to employees on employees' non-working time to investigate complaints, provided that such access shall not interfere with or interrupt the normal operations of the school system. Advance notice of intended access to employees on the property of the Employer shall be given to the employees' immediate supervisor.

3.3 - Union Notices - The Union shall have the right to post notices of Union meetings, its elections and the results thereof, its social and educational activities, and other such notices as may be mutually agreed upon between the Union and the Employer. Such notices may be posted in buildings, owned and/or maintained by the District, on one (1) bulletin board designated by the Employer. No such notices shall be posted in areas open to students or the public.

No other place on the Employer's premises except such bulletin boards as designated by the Employer, shall be used by the Union or employees for the posting of notices, advertisements or information of any kind.

The Union agrees to hold the Employer and any of its agents and representatives harmless against any claims or liability and all costs, including but not limited to court costs and attorney's fees, arising out of the operation of this provision.

ARTICLE 4 - DUES DEDUCTION

4.1 - Any employee who is a member of the Union may sign and deliver to the Employer's Payroll Department an authorization form for payroll deduction of Union dues in the form set forth in Schedule B. The authorization form shall be approved by the District and shall be provided to employees by the Union and it shall be the responsibility of the Union to inform its members of the procedures for payroll deduction of Union dues.

4.2 - The Employer shall make monthly deductions, as authorized by the employee, commencing with the last paycheck in September continuing through the employee's last paycheck in May and ending when revoked by Food Service employees, in the amounts specified in such authorization form. There will be no dues deductions for Food Service employees in the months of June, July and August. Authorization forms for returning Food Service employees no longer on probationary status must be submitted to the Employer's Payroll Department by September 10. New employees who have successfully completed their probation period will be given opportunity to authorize dues by completing Schedule B and delivering same to the Employer's Payroll Department, no later than twenty (20) days prior to the employee's end of the month scheduled paycheck or the last paycheck in any month October through May, if dues payments are to begin after the month of September. A Food Service employee hired may authorize dues deduction by submitting the authorization form to the Employer's Payroll Department no later than ten (10) calendar days after completion of probationary status.

4.3 - The Employer will remit such dues to the Union within thirty (30) days after such deduction.

4.4 - Any authorization for dues deduction may be terminated at any time upon thirty (30) days written notice from the employee to the Employer's Payroll Department.

4.5 - The Union agrees to hold the Employer and any of its agents and representatives harmless against any claims or liability and all costs, including but not limited to court costs and attorneys' fees, arising out of the operation of this Article.

ARTICLE 5 - PAYDAYS

5.1 - Payday shall be determined in advance by the Business Office and the schedule of paydays shall be filed with the employees each year.

ARTICLE 6 - SALARY SCHEDULE AND LONGEVITY PAY

6.1 - Salary Schedule C for Food Service employees will be utilized for Contract years covered by this Agreement.

6.2 - Longevity Pay - The Employer shall pay Food Service Employees who have completed the number of consecutive contract years of service with the Employer specified below, the following longevity payments during the 2006/2007 contract year:

Completion of Consecutive Number of Years Service with the Employer by the end of August of each Year	Additional Compensation Per Hour
10 years	\$.05
20 years	\$.10
25 years	\$.15

ARTICLE 7 - HEALTH, DENTAL AND LIFE INSURANCE

7.1 - Health Insurance - All full-time Food Service employees (35 hours per week or more) are entitled to a single membership in a health insurance program in effect during the duration of the Agreement. (Diagnostic X-Ray and Laboratory Coverage not included under the basic BC/BS contract, however, some DXL benefits are available through an employee's choice to select health insurance coverage through a health maintenance organization.) Employees wishing to enroll in the health insurance program must submit an application to the Business Office within thirty (30) days of their initial employment. In the 2005/2006 contract year, the health insurance premium will be deducted in bimonthly installments for the month of September through May, with no more than two (2) deductions per month. During the month of June, the premium will be deducted in one installment. During the summer months (July and August), the payment of premium shall be the responsibility of the Employee and must be received in the Employer's Business Office prior to the tenth (10th) day of each month for coverage to be effective for next month.

Employees working twenty (20) or more hours per week may purchase health insurance at the employee's expense.

7.2 - Dental Insurance - All full-time employees working thirty-five (35) hours per week or more are entitled to enroll in the dental insurance program in effect during the duration of this Agreement. Employees wishing to enroll in the dental insurance program must submit an application to the Business Office within thirty (30) days of their initial employment. Eligible employees may select either single or family coverage.

The Employer will contribute 100% of the cost of single coverage toward the eligible employee's enrollment in either single or family dental coverage. Any balance of premium due after applying the employer's contribution to the employee choice of single or family coverage shall be the responsibility of the employee. The opportunity to enroll in the dental insurance program shall continue until the employee is no longer employed by the District or eligible to participate in the dental insurance program.

The method of premium payment shall be determined by the District and the employees may use the payroll deduction method if the employee has sufficient earnings to pay the required monthly premium amount. If earnings are not sufficient to pay any balance of insurance premium due, payment shall be the responsibility of the individual employee and said payment must be received in the School District Business Office prior to the tenth (10th) day of each month for coverage to be effective for the ensuing month of coverage. Failure to pay the advance monthly premium by the due date shall cancel the insurance coverage and no-readmittance to the program will be allowed. It shall also be the responsibility of the individual employee to provide any and all information necessary for participation in the program.

Employees working twenty (20) or more hours per week may purchase dental insurance at the employee's expense.

7.3 – Flexible Benefit Plan For Health/Dental/Optical Insurance - Eligible Food Service employees working five (5) days per week and thirty-five (35) hours or more per week may pay their portion of health and/or dental insurance premiums through the District's Flexible Benefit Plan under the provisions of Section 125 of the Internal Revenue Service Cafeteria Plan Legislation, if eligible employees have sufficient earnings from their normal earnings to exceed the premium cost of the health/dental and/or optical insurance.

7.4 – Term Life Insurance - The Employer agrees to provide \$5,000.00 of Term Life Insurance coverage for each contracted Food Service Department employee for the 2003/2004, 2004/2005 and 2005/2006 school years. For the 2006/2007 school year, the Employer agrees to provide \$10,000 of Term Life Insurance coverage for each contracted Food Service Department employee.

7.5 - Optical Insurance - Employees working twenty (20) or more hours per week may purchase optical insurance at the employee's expense.

ARTICLE 8 - PHYSICAL EXAMINATION

8.1 - New Employees – All new employees after initial employment and, at their own expense, shall provide satisfactory medical evidence of physical fitness to perform assigned duties and freedom from communicable disease, including a T.B. skin test.

8.2 - Continuing Employees – Food Service employees shall be required to submit to all physical examinations required by law. The Employer shall pay up to forty dollars (\$40.00) per Food Service Employee toward the cost of a physical examination and a T.B. skin test administered by a licensed physician after three (3) years of employment with the District and at each three (3) year interval thereafter provided such examination is not covered by the employee's health insurance program. If, however, an employee's insurance does not cover the cost of a physical and the employee chooses to have a physical conducted by a physician of the District's choosing, the employer will pay the cost of the physical and three (3) year T.B. skin test directly to the physician. Any additional tests required to pass the physical will be paid by the employee. Physical examination forms will be provided by the District. Payments to the employee shall be made by the Employer after presentation by the employee of a receipt of payment for the physical examination.

ARTICLE 9 - SICK LEAVE

9.1 - Accumulative Benefit - The District will grant fifteen (15) days of sick leave per year per employee up to a maximum accumulation of 140 days for the 2003/2004 school year, 145 days for the 2004/2005 school year, 150 days for the 2005/2006 school year, and 155 days for the 2006/2007 school year. These days will be pro-rated on an hourly basis each year for those employees working less than full time.

9.2 - Medical Notification - All employees will be required to present medical evidence of sickness or injury for sick leave of three (3) days or more or in cases where the Administration suspects an abuse of sick leave. The Administration may, however, request a doctor's statement regarding a cafeteria employee's reason for absence or state of health at any time.

9.3 - Family Illness Leave - In the event of serious illness or injury of a child, spouse, brother, sister, mother or father, an employee may be granted Family Illness Leave charged against accumulated sick leave. Employees will be entitled to three (3) days with said day(s) non-accumulative from one Contract year to the next Contract year. Family Illness Leave cannot be used in less than one-half (1/2) day increments and in cases where the Administration suspects an abuse of Family Illness Leave, the Administration may require medical evidence of such illness or injury at the employee's expense.

9.4 - The District will comply with the provisions of the Federal Family Medical Leave Act (F.M.L.A.).

ARTICLE 10 - LEAVES

10.1 - Bereavement Leave - The District will allow up to four (4) working days of paid bereavement leave for a death in the employee's immediate family providing the employee attends the funeral or memorial service. Immediate family is defined as spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchildren, grandmother or grandfather. Days taken for bereavement leave will be pro-rated on an hourly basis for those employees working less than full-time.

Employees may be granted up to one (1) working day leave of absence with pay in the event of death of a friend or relative outside the employee's immediate family as defined but with bonds so close that good taste demands attendance at the funeral.

10.2 - Personal Leave - Each employee will be allowed two (2) Personal Days with pay, without accumulation, each school year for personal purposes. Personal Leave will be granted upon two (2) days prior written notice to the employee's immediate supervisor and approval by the Food Service Manager or designee. Personal Leave shall be utilized in not less than full day increments and must be used prior to the granting of any leave without pay. Food Service employees working more than five (5) consecutive hours per day may utilize personal leave in one-half (½) day increments following the same guidelines as listed previously.

In the event that an employee is called away from work for a situation judged as an emergency by the employer, the two (2) day advance personal leave notice requirement may be waived by the Superintendent or designee. In these emergency situations personal leave must be utilized in partial day increments. Employees maintaining less than one (1) day of personal leave due to emergency use may arrange for the utilization of said partial personal leave day with the employee's immediate supervisor subject to approval by the Food Service Manager or designee. Partial personal leave days must be used prior to the granting of any leave without pay.

An employee who has scheduled a personal leave day either before and/or after a holiday shall not be disqualified for holiday pay if the employee is forced to use personal leave time for an emergency that occurs prior to the scheduled personal leave day. This clause shall apply only if the paid personal leave day was scheduled at least 30 calendar days in advance of the holiday (in question) and the employee receives prior approval to leave work or not to report to work from the Food Service Manager or designee who determines that the employee's absence qualifies as an emergency. The decision of the Food Service Manager or designee is final in this matter and not subject to the grievance procedure of the contract. Additionally, this clause shall not apply if the emergency occurs prior to the employee requesting use of personal leave before or after the holiday.

10.3 - Other Leaves of Absence – Other temporary leaves of absence of five (5) days or more must be requested in writing on a form (Schedule D) provided by the District and submitted to the Superintendent or designee. The employee must provide a two (2) week notice when the leave is foreseeable. Such leaves of absence may be granted at the discretion of the employer with or without pay.

10.4 - Jury and Legal – An employee required to perform jury duty or to appear and testify in any judicial proceeding during the employee's working time shall be granted leave for such purposes and shall receive the difference between the employee's normal compensation and the compensation received for such duty. Employees shall return to work for the remainder of their workday if they are dismissed or released from judicial proceedings (copy of release provided to Employer) which occur in Dubuque County or a county seat within a 50 mile radius of Dubuque. The employee shall have one and one-half (1½) hours after being dismissed from duty to report to work when at least two (2) hours or more of their regularly scheduled workday remains. The employee shall provide to the employer a copy of the court document notifying the said employee of the requirement to report for jury duty or a copy of a subpoena if required to appear and testify in any judicial proceeding.

Any employee who is absent from work by reason of attendance at any court proceeding in which the employee is a litigant or party, or an officer, director, agent, or representative of a litigant or party shall receive no compensation from the Employer for such absence.

An employee serving on a federal jury for an extended period of time (defined as four (4) months or more) may request that the School District pay the employee his/her normal compensation. The employee would in turn reimburse the District for compensation received for an extended term in the federal court system.

10.5 - Union Leave – Officers and representatives of the Teamsters Union may be granted a total of six (6) working days leave (without accumulation), with pay, each school year for official Union business upon five (5) days advance written notice to the Superintendent or designee. When a substitute is hired to replace an employee using such leave, the Union will pay to the District the cost up to the hourly rate paid the employee on leave.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.1 - Purpose - The purpose of this procedure is to provide a prompt, orderly method for securing, at the lowest possible level, an equitable solution to grievances. Both parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

11.2 - Definition - A "Grievance" is defined as a claim by the employee or the Union that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.

11.3 – Procedure

11.31 - Level One - The employee shall attempt to resolve the grievance informally within twenty (20) working days of the event giving rise to the grievance by informal discussion with the Food Service Manager. The employee may be accompanied by a Union representative of his/her choosing. The Food Service Manager will reply orally or in writing to the employee within five (5) working days after discussion of the grievance.

11.32 - Level Two - If after discussion with the Food Service Manager at Level I the grievance is not settled and the employee wishes to appeal the grievance to Level II, the employee will reduce the grievance to writing (on the form attached to this Agreement as Schedule A) and submit it to the Executive Director of Support Services within ten (10) working days after receipt of the Food Service Manager's oral or written answer. The written grievance shall contain a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the provisions of this Agreement involved, and the relief sought.

The Executive Director of Finance and Business Services shall provide a written answer to the employee, with a copy to the Union within five (5) working days after receipt of the written grievance.

11.33 - Level Three - If the grievance is not settled at Level II and the employee wishes to appeal the grievance to Level III, the written grievance shall be submitted to the Superintendent or designee within ten (10) working days after receipt of the Executive Director of Finance and Business Services' written answer. The Superintendent or designee shall meet with the employee and representatives of the Union within five (5) working days after receipt of the grievance. The Superintendent or designee will provide a written answer to the grievant, with a copy to the Union, within five (5) working days of such meeting.

11.34 - Level Four

(a) If the employee or the Union is not satisfied with the disposition of the grievance by the Superintendent or designee or if no disposition has been made within the time limits, the employee and the Union shall meet within five (5) working days of disposition of the grievance to discuss the merits of submitting the grievance to arbitration.

(b) If the Union determines that the grievance is meritorious, it may submit the grievance to arbitration within five (5) working days.

(c) Within ten (10) working days after written notice to the Superintendent or designee of submission to arbitration, the Superintendent or designee and the Union shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request of a list of arbitrators shall be made to the Public Employment Relations Board (PER Board) by either party. The list shall consist of five (5) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The parties shall within three (3) days thereafter, in that order, alternately strike a name from the list and the fifth and remaining name shall be the arbitrator.

(d) The arbitrator so selected shall confer with the representatives of the Board and the Union and hold hearings promptly and shall issue a decision not later than fifteen (15) working days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statement and proofs on the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth the finding of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power of authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Union and shall be final and binding on the parties.

(e) The costs for the services of the arbitrator including per diem expenses, if any, actual and necessary travel expenses, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Union. Any other expenses incurred shall be paid by the party incurring said expenses.

11.4 - Time Limits - The failure of an employee or the Union or its representatives to initiate or appeal a grievance to the next level within the time limits specified above shall bar further appeal provided, however, that any such time limits may be extended by mutual agreement.

11.41 - Time Limits - The failure of the employer to respond to a grievance within the specified time limits will authorize the employee to present the grievance in person to the next level.

11.5 - Released Time - All grievances will normally be done at times which do not interfere with the scheduled work activities of the employees involved. When it is necessary for an employee and a Union representative to meet regarding a grievance processing during the workday, said employee and representative shall be released without loss of compensation. In addition, the immediate supervisors shall be given at least twenty-four (24) hours advance notice before released time is granted. Reasonable time limits may be placed by the Employer. These limits are to reflect the needs of the Employer and the grievant and representative in the particular situation, giving full consideration to all parties involved.

11.6 - Employee and Union - Any employee may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected or approved by the Union. When an employee is not represented by the Union, the Union shall have the right to be present beginning at Level II as a party of interest and shall have the right to grieve any adjustment of the employee's complaint, if such adjustment is inconsistent or contrary to the provision of this Agreement.

11.7 - Group Grievance - To avoid the filing of multiple grievances by employees with identical claims, a group grievance may be submitted in writing to the Executive Director of Support Services commencing at Level II with a copy to the Manager of Food Service.

11.8 - Separate Grievance File - All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

11.9 - Meetings and Hearings - All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives, heretofore referred to in this ARTICLE.

ARTICLE 12 - HOLIDAYS

12.1 - The District will pay according to this Contract, the following holidays:

Thanksgiving Day
Day After Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
Good Friday

To be eligible for holiday pay, an employee must be employed at least twenty-two (22) working days, and must have worked his/her last scheduled workday preceding the holiday and his/her first scheduled full workday following the holiday.

Regular employees who are required to work on an approved holiday, shall be compensated for such work in accordance with the policies governing overtime. Said compensation shall be at the rate of one and one-half (1½) times the employee's regular hourly rate in addition to their holiday pay.

ARTICLE 13 - SENIORITY, PROBATION AND LAYOFF

13.1 - Seniority

a) Definition - Seniority shall be defined as an employee's continuous length of service with the Dubuque Community School District Food Service Department from his/her latest date of employment. If two or more employees have the same seniority date, seniority will be determined by lot.

The seniority of an employee shall terminate if the employee resigns, retires, is terminated or is laid off for a period of time exceeding one (1) calendar year.

b) Seniority List - The Employer shall provide the Union with a seniority list by October 15 of each year. Objections to the seniority list will be investigated, and will be corrected, if found to be incorrect.

13.2 - Temporary Appointments - Temporary appointments may be made to fill temporary positions or vacancies. Temporary employees, while so employed, shall not acquire nor gain any status either as a probationary employee or as a regularly appointed employee, and shall not acquire any seniority rights.

13.3 - Daily Vacancies - Employees within the building where the vacancy exists will be offered an opportunity to request consideration to fill the vacancy provided the daily hours worked will be at least one-half ($\frac{1}{2}$) hour greater than the employee's scheduled daily hours. An Employee assigned to fill a daily vacancy shall receive his/her contracted rate of pay for the first ten (10) consecutive days of employment in the daily vacancy. Beginning on the eleventh (11th) consecutive day an employee assigned to fill a daily vacancy shall be compensated at the current rate of pay for the position but shall not be eligible for any additional benefits. The vacancy existing as a result of the reassignment shall be filled at the discretion of the Superintendent or designee. When an employee returns any reassigned employee shall return to his/her original position. Food Service Workers may elect to be contacted or may elect not to be contacted for pull-up work. Such election must be submitted to the appropriate cook manager on a form provided by the District. (See Schedule E.) Food Service Workers who request not to be pulled up will be ineligible for pull-up work for the remainder of the school year.

13.4 - Probationary Period - New employees shall be on probationary status for a period of eighty (80) working days.

13.5 - Lay-Off - In the event the employer determines a reduction in staff is necessary within the classifications of Manager, Cashier or Food Service Worker, the following procedure will be followed:

- a) The employer will attempt to reduce employees by normal attrition.
- b) Probationary employees within the classifications will be laid off.
- c) Provided qualifications and ability to perform the work are equal, the basic seniority principle will apply within the classification where the reduction is needed. In the classification of Food Service Worker, employees working six (6) hours per day or more, who are reduced from a building, may be given the opportunity to replace the least senior Food Service Worker employed for six (6) hours per day or more in another building provided qualifications and ability to perform the work are equal. The least senior Food Service Worker employed for six (6) hours per day or more,

displaced through this procedure, will be assigned to replace the least senior Food Service Worker in the District regardless of hours.

- d) Individuals laid off in the classification of Manager will be allowed to replace a Food Service Worker with less seniority provided ability to perform the work is relatively equal as determined by the employer. The Food Service Worker being replaced shall be the least senior Food Service Worker within the District contracted for seven (7) hours per day or more as worked by the Manager.
- e) It is not the intent of the layoff procedure to replace full-time jobs with part-time positions.

13.6 - Recall - Employees laid off will be recalled in reverse order of layoff to the classification from which they were laid off.

Food Service Workers who are displaced from a six (6) hours per day or more position will be given first opportunity to return to a six (6) hours per day or more position if a vacancy exists. This opportunity for recall will be extended to all Food Service Workers who are displaced from a six (6) hours per day or more position regardless if they have been reassigned to a position of less hours or are on the recall list.

Vacancies in the Food Service Worker classification of less than six (6) hours per day or six (6) hours per day or more when there are no displaced or laid-off workers, will be posted for bid. Only one (1) posting will be allowed for each original vacancy resulting from resignation or termination. Subsequent vacancies will be filled by recall or laid-off employees.

If any laid off employee fails to respond within fifteen (15) days from the date of the mailing of a written recall notice, his/her recall rights shall be terminated. Recall rights shall terminate one year after the date of the employee's layoff.

Nothing in this article shall require the Employer to recall an employee to a position for which the employee is not qualified.

ARTICLE 14 - POSTING/FILLING OF VACANCIES

14.1 - Posting of Vacancies - School Year - During the school year the Superintendent or designee, agrees to post for seven (7) calendar days a list of all vacancies and one additional vacancy if the vacancy created by resignation or termination is filled by reassignment. All subsequent vacancies shall be filled at the discretion of the Superintendent or designee. All seven (7) hour positions will be posted continuously until filled. No more than two (2) vacancies will be posted as a result of any one resignation. The vacancy list will be posted in the Administration Building and in each building where a Cook Manager is assigned. All employees desiring consideration for a posted vacancy must submit a written request to the District Human Resource Services Office during the seven (7) calendar day posting period. Such written request shall contain the reason why the change in assignment is being requested. Requests received prior to or following the seven (7) calendar day posting period will not be considered. A separate request must be submitted for each vacancy posted. Blanket requests will not be accepted.

14.2 - Filling of Vacancies - School Year - Selection of the person to fill a posted vacancy shall be on the basis of training, skill and ability. In the event two or more applicants for a vacancy are determined to be relatively equal in training, skill and ability the vacancy shall be filled on the basis of District seniority.

Employees requesting consideration for and awarded a posted vacancy shall be ineligible to apply for or be awarded a posted vacancy for the balance of the current contract year.

Any employee requesting consideration for a vacancy and refusing to accept the position, if offered, shall be ineligible to request a reassignment for the balance of the current contract year. Vacancies created as a result of a resignation or termination in the classification of Cook Manager or Assistant Cook Manager shall be filled at the discretion of the Superintendent or designee.

14.3 - Vacancies - Outside the Normal School Year - Vacancies created as a result of resignation or termination during the summer shall be posted within 15 days of the first day of classes for the ensuing school year. Posting of these vacancies shall be as outlined in section 14.2 – Filling of Vacancies - School Year. Vacancies created as a result of a resignation or termination in the classification of Cook Manager or Assistant Cook Manager shall be filled at the discretion of the Superintendent or designee.

14.4 - The District will post Cook Manager and Assistant Cook Manager vacancies, however, said posting is for informational purposes only and shall not count as one of the two postings required under Section 14.1 of this Article.

ARTICLE 15 – HOURS/DAYS OF WORK

15.1 - Hours - Hours of work will be determined by the Food Service Manager or designee. Any change in hours shall be approved by the Food Service Manager. All regular shifts, excluding breakfast shifts and excluding "special events," shall be no less than one and one-half (1½) hours of work as directed by the immediate supervisor.

15.2 - Lunch Break - All employees working five (5) consecutive hours or more per day shall be allowed a thirty (30) minute duty free lunch break without compensation. Lunch breaks are to be scheduled by an immediate supervisor to meet the operational requirements of the Food Service Department.

15.3 - Overtime - It is the policy of the Board of Directors to keep work in excess of established schedules at a minimum and to permit such work only when it is necessary to meet the operational requirements of the School District.

Overtime work shall include only that authorized work performed by the employee which exceeds forty (40) hours per week. Authorized overtime work may be performed only at the direction of the Food Service Manager or designee.

All overtime shall be paid at one and one-half (1½) times the employee's regular hourly rate.

15.4 – Term of Employment – All employees of the Food Services shall be employed on a basis which is consistent with the school calendar for the actual number of days when their services are required by their job assignment. On days when students are in attendance, food service personnel are required to work their regular schedules

ARTICLE 16 - CANCELLED SCHOOL DAYS

16.1 - On days when school is cancelled after employees are scheduled to report for work, breakfast shift employees having already reported for work, as scheduled, shall be guaranteed a minimum of one (1) hour of work as directed by the immediate supervisor. All other food service employees having already reported for work, as scheduled, shall be guaranteed a minimum of two (2) hour's work. Employees granted a request by their supervisor to leave early due to weather will be paid only for those hours actually worked and will waive the two hour guarantee. An employee scheduled for an approved leave of absence or an employee calling in sick shall not be considered as reporting for work and shall not be eligible for the one (1) or two (2) hour guarantee referred to above.

ARTICLE 17 – PUBLIC EMPLOYER RIGHTS

17.1 See Section 20.7 of the Code of Iowa or the Iowa Public Employment Relations Act.

ARTICLE 18 - MANAGEMENT RIGHTS

18.1 - Employer Rights - The parties understand and agree that the Employer shall have the exclusive right to:

- a. Direct the work of its employees.
- b. Hire, promote, demote, transfer, assign, and retain employees.
- c. Suspend or discharge employees for proper cause.
- d. Maintain the efficiency of its operation.
- e. Relieve employees from duties because of lack of work or for other legitimate reasons.
- f. Determine and implement methods; means, assignments and personnel by which the Employer's operations are to be conducted.
- g. Take such actions as may be necessary to carry out the mission of the Employer.
- h. Initiate, prepare, certify, and administer its budget.
- i. Exercise all powers and duties granted to the Employer by the law.

18.2 - Limitations - The rights, powers, authorities and duties set forth above are subject only to such limitations as are expressly set forth in this Agreement.

ARTICLE 19 - JOB SECURITY

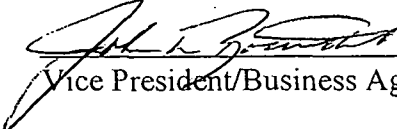
19.1 - Job Security - To address the issue of job security, the Employer agrees that the Food Service operation of the District will be maintained in substantially the same manner as in the previous contract.

This provision will remain in effect for the period of July 1, 2003, through June 30, 2007, and expires on June 30, 2007.

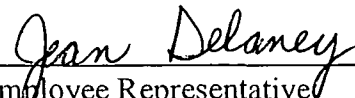
ARTICLE 20 - DURATION

20.1 - This Agreement shall be effective from July 1, 2003 and shall continue in full force and effect until June 30, 2007. This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for the term of this Agreement.

Food Service Employees by the International Brotherhood of Teamsters, Local No. 421.

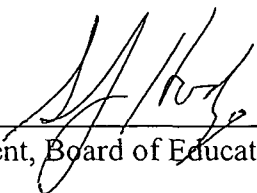
By: 
Vice President/Business Agent

FEB 14 2003
Date

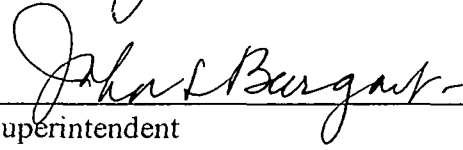
By: 
Employee Representative

2-21-03
Date

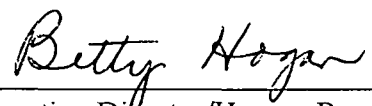
Dubuque Community School District

By: 
President, Board of Education

2-24-03
Date

By: 
Superintendent

2-24-03
Date

By: 
Executive Director/Human Resources

2-24-03
Date

SCHEDULE A - GRIEVANCE REPORT

Date Filed

Building(s) _____

Name of Employee(s) _____

LEVEL TWO

A. Date Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature of Employee

Date

Signature of Union Representative

Date

E. Disposition by Executive Director of Finance and Business Services:

Signature of Executive Director of
Finance and Business Services

Date

GRIEVANCE REPORT

LEVEL THREE

A. _____
Signature of Employee Signature of Union Representative

B. _____
Date Submitted to the Date Received by the
Superintendent or Designee Superintendent or Designee

C. Disposition by the Superintendent or Designee

Signature Superintendent or Designee

Date

LEVEL FOUR

A. _____
Signature of Employee(s) Signature of Union Representative

B. _____
Date Submitted to Arbitration

SCHEDULE B – NEW DUES DEDUCTION AUTHORIZATION FORM

The undersigned employee does hereby authorize the Dubuque Community School District, on the first or second paycheck of every month after this date, to deduct an amount equal to the regular monthly dues and fees for the following month, and, in addition thereto, the Union initiation fees, reinstatement fees, and uniform assessments, if owing, from my wages or other compensation and to remit the same to the Treasurer of International Brotherhood of Teamsters, Local #421, Dubuque, Iowa.

And the undersigned, for herself/himself, dependents, next of kin, heirs, executors, or administrators, does hereby release and forever discharge the said Employer from any and all liability, claims or demands to them for or on account of the aforesaid deduction to said Union.

This authorization, in conformity with Chapter 20, Code of Iowa, may be terminated on its anniversary date or upon the expiration date of any collective bargaining agreement between the Employer and my bargaining representative by giving thirty (30) days notice in writing of such termination to the Employer. If notice is not given as provided herein, this authorization shall be automatically renewed from year to year and during succeeding collective bargaining agreements.

WITNESS my hand this _____ day of _____, _____ year.

Name of Employee _____

Address of Employee _____

Social Security # _____ Wage Rate _____

School District Bargaining Unit _____

Democrat Republican Independent Voter Education (DRIVE)

I subscribe, freely and voluntarily, the sum indicated below each month to DRIVE with the understanding that this voluntary contribution may be used by DRIVE for political purposes, including contributions to support candidates for local, state and federal offices.

I reserve the right in accordance with the applicable state or federal laws to revoke this voluntary authorization at any time by giving written notice of such revocation to National DRIVE in accordance with such laws.

Voluntary Contribution (please check one): _____ \$1.00 _____ \$2.00 _____ \$3.00
 _____ Other _____ Not interested

Date _____ Signature _____

Original copy – Payroll Department

DUBUQUE COMMUNITY SCHOOL DISTRICT
FOOD SERVICE PERSONNEL

SALARY SCHEDULE C

Effective July 1, 2003 through June 30, 2007

	Salary Schedule			
	2003/04	2004/05	2005/06	2006/07
1. Food Service Workers – Part-Time (Six Hours Per Day or Less)	\$9.27	\$9.57	\$9.86	\$10.11
2. Food Service Workers – Full-Time (More Than Six Hours Per Day)	\$9.55	\$9.85	\$10.14	\$10.39
3. Assistant Cashiers	\$9.27	\$9.57	\$9.86	\$10.11
4. Head Cashiers	\$9.55	\$9.85	\$10.14	\$10.39
5. Central Kitchen Manager High School Manager	\$11.05	\$11.35	\$11.64	\$11.89
6. Junior High School Manager	\$10.85	\$11.15	\$11.44	\$11.69
7. Central Kitchen Asst. Manager High School Assistant Manager	\$10.55	\$10.85	\$11.14	\$11.39

The person currently receiving from past qualifications an extra ten cents (\$.10) per hour will continue to receive that compensation.

SCHEDULE D – LEAVE OF ABSENCE REQUEST FORM

Name _____ SSN _____

Assignment _____ Building _____

I would like to request a temporary leave of absence of five (5) days or more for the following dates: _____

Reason for leave of absence (provide specific details) _____

Please submit form to the Executive Director of Human Resources. I understand such leave of absence may be granted at the discretion of the employer with or without pay.

Signature

Date

SCHEDULE E – DAILY VACANCIES SIGN-UP

____ I elect to be contacted for pull-up work.

____ I elect not to be contacted for pull-up work.

I understand this request will be in effect beginning with the date listed below until the end of 200 __/200__ school year.

Signature

Date

DUBUQUE COMMUNITY SCHOOL DISTRICT

Biweekly Payroll Employees

Schedule of Paydays

2003-04 - Effective July 1, 2003

	Period	Payday	Number of Days This Period
July	1 - 11	July 25	9
	14 - 25	August 8	10
	28 - August 8	August 22	10
August	11 - 22	September 5	10
	25 - September 5	September 19	10
September	8 - 19	October 3	10
	22 - October 3	October 17	10
October	6 - 17	October 31	10
	20 - 31	November 14	10
November	3 - 14	November 26 (Wednesday)	10
	17 - 28	December 12	10
December	1 - 12	December 26	10
	15 - 26	January 9	10
	29 - January 9	January 23	10
January	12 - 23	February 6	10
	26 - February 6	February 20	10
February	9 - 20	March 5	10
	23 - March 5	March 19	10
March	8 - 19	April 2	10
	22 - April 2	April 16	10
April	5 - 16	April 30	10
	19 - 30	May 14	10
May	May 3 - 14	May 28	10
	17 - 28	June 11	10
	31 - June 11	June 25	10
June	14 - 30	July 9	13

DUBUQUE COMMUNITY SCHOOL DISTRICT

Biweekly Payroll Employees

Schedule of Paydays

2004-05 - Effective July 1, 2004

	Period	Payday	Number of Days This Period
July	1 - 16	July 30	12
	19 - 30	August 13	10
August	2 - 13	August 27	10
	16 - 27	September 10	10
	30 - September 10	September 24	10
September	13 - 24	October 8	10
	27 - October 8	October 22	10
October	11 - 22	November 5	10
	25 - November 5	November 19	10
November	8 - 19	December 3	10
	22 - December 3	December 17	10
December	6 - 17	December 30 (Thursday)	10
	20 - 31	January 14	10
January	3 - 14	January 28	10
	17 - 28	February 11	10
	31 - February 11	February 25	10
February	14 - 25	March 11	10
	28 - March 11	March 24 (Thursday)	10
March	14 - 25	April 8	10
	28 - April 8	April 22	10
April	11 - 22	May 6	10
	25 - May 6	May 20	10
May	9 - 20	June 3	10
	23 - June 3	June 17	10
June	6 - 17	July 1	10
	20 - 30	July 15	9

DUBUQUE COMMUNITY SCHOOL DISTRICT

Biweekly Payroll Employees

Schedule of Paydays

2005-06 - Effective July 1, 2005

	Period	Payday	Number of Days This Period
July	1 – 15	July 29	11
	18 – 29	August 12	10
August	1 – 12	August 26	10
	15 – 26	September 9	10
	29 – September 9	September 23	10
September	12 – 23	October 7	10
	26 – October 7	October 21	10
October	10 – 21	November 4	10
	24 – November 4	November 18	10
November	7 – 18	December 2	10
	21 – December 2	December 16	10
December	5 – 16	December 29 (Thursday)	10
	19 – 30	January 13	10
January	2 – 13	January 27	10
	16 – 27	February 10	10
	30 – February 10	February 24	10
February	13 – 24	March 10	10
	27 – March 10	March 24	10
March	13 – 24	April 7	10
	27 – April 7	April 21	10
April	10 – 21	May 5	10
	24 – May 5	May 19	10
May	8 – 19	June 2	10
	22 – June 2	June 16	10
June	5 – 16	June 30	10
	19 – 30	July 14	10

DUBUQUE COMMUNITY SCHOOL DISTRICT

Biweekly Payroll Employees

Schedule of Paydays

2006-07 - Effective July 1, 2006

	Period	Payday	Number of Days This Period
July	3 – 14	July 28	10
	17 – 28	August 11	10
	31 – August 11	August 25	10
August	14 – 25	September 8	10
	28 – September 8	September 22	10
September	11 – 22	October 6	10
	25 – October 6	October 20	10
October	9 – 20	November 3	10
	23 – November 3	November 17	10
November	6 – 17	December 1	10
	20 – December 1	December 15	10
December	4 – 15	December 29	10
	18 – 29	January 12	10
January	1 – 12	January 26	10
	15 – 26	February 9	10
	29 – February 9	February 23	10
February	12 – 23	March 9	10
	26 – March 9	March 23	10
March	12 – 23	April 5 (Thursday)	10
	26 – April 6	April 20	10
April	9 – 20	May 4	10
	23 – May 4	May 18	10
May	7 – 18	June 1	10
	21 – June 1	June 15	10
June	4 – 15	June 29	10
	18 – 29	July 13	10